

K. Chad Burgess
Director & Deputy General Counsel
Dominion Energy Southeast Services, Inc.

220 Operation Way, MC C222, Cayce, SC 29033
DominionEnergy.com



March 5, 2020

VIA ELECTRONIC FILING

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

RE: Amendment Two to Agreement for Transportation Service with Firm Gas Standby between Dominion Energy South Carolina, Inc. and Mars Inc. d/b/a Mars Pet Care US, Inc.: Docket No. 2009-448-G

Dear Ms. Boyd:

On October 14, 2003, Dominion Energy South Carolina, Inc. f/k/a South Carolina Electric & Gas Company entered into an Agreement for Transportation Service with Firm Gas Standby with Mars Inc. d/b/a Mars Pet Care US, Inc. f/k/a Masterfoods USA, a Division of Mars, Inc. Amendment One to Agreement for Transportation Service with Firm Gas Standby was filed on September 19, 2009.

Enclosed for filing only is Amendment Two to Agreement for Transportation Service with Firm Gas Standby between Dominion Energy South Carolina, Inc. and Mars Inc. d/b/a Mars Pet Care US, Inc.

By copy of this letter, we are providing the South Carolina Office of Regulatory Staff with a copy of the amendment.

If you have any questions, please advise.

Very truly yours,

A handwritten signature in blue ink, appearing to read "K. Chad Burgess", written over a blue circular stamp or seal.

K. Chad Burgess

KCB/ctb
Enclosures

Cc: Jeffrey M. Nelson, Esquire
Dawn Hipp

AMENDMENT TWO TO AGREEMENT FOR TRANSPORTATION SERVICE WITH
FIRM GAS STANDBY

This Amendment Two, made and entered into this 28th day of February 2020, 2020, by and between DOMINION ENERGY SOUTH CAROLINA, INC., its successors and assigns, hereinafter called "Seller", and MARS INC., D/B/A MARS PET CARE US, INC., its successors and assigns, hereinafter called "Buyer".

WITNESSETH

WHEREAS, Seller provides transportation service to Buyer under the terms of an Agreement for Transportation Service with Firm Gas Standby dated October 14, 2003, and as amended on September 19, 2009, and

WHEREAS, Buyer and Seller have agreed to amend the Agreement for Transportation Service with Firm Gas Standby between Buyer and Seller to increase the Maximum Daily Quantity (MDQ) to 300 dekatherms.

NOW THEREFORE, in consideration of these covenants and agreements set forth to be kept and performed by the parties hereto, it is mutually agreed as follows:

- A. This Amendment Two shall become effective on March 1, 2020.
- B. Paragraph 1, SCOPE OF DELIVERY, is deleted and replaced with the following:
 - 1. SCOPE OF DELIVERY

Seller acknowledges that Buyer may utilize a source of gas other than system supply gas from Seller's sources. Buyer's gas may be transported to Buyer by Seller under the Transportation services provision of this Agreement. Natural gas is provided hereunder to satisfy Buyer's requirements when Seller is not providing transportation services.

Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, up to the Maximum Daily Quantity of natural gas which shall not be subject to interruption or curtailment except for conditions as set forth in Article IV, Paragraph 3, of the General Terms and Conditions hereto attached. The Maximum Daily Quantity of Firm Gas shall be 300 dekatherms per day. Any gas taken by Buyer above the Maximum Daily Quantity, without Seller's advance approval, shall be Unauthorized Overrun Gas and shall subject Buyer to the penalty rate per dekatherm set forth in Article IV, Paragraph 5, of the General Terms and Conditions to Industrial Service Agreements hereto attached. Deliveries of Firm Gas under this paragraph of the Agreement shall be utilized by Buyer only in Priority-of-Service Category 2 as set forth in Article III, Paragraph 1, of the General Terms and Conditions hereto attached. Buyer shall

purchase all gas tendered by Seller up to the Maximum Daily Quantity whenever and to the extent Buyer has a requirement for fuel in the Priority-of-Service Category set forth herein.

- C. Paragraph 5(b), NOMINATION PROCEDURES, is deleted and replaced with the following:

(b) NOMINATION PROCEDURES

Seller agrees to accept and transport up to 300 dekatherms, excluding shrinkage volumes, of natural gas on a daily basis. Buyer will notify Seller at least five (5) days prior to the end of the month the volumes of gas, in dekatherms, to be transported on a daily basis during the next calendar month. Buyer has the right to change the volume to be transported during the month on a daily basis. It is Buyer's responsibility to notify producers and connecting pipelines regarding any change in transportation volumes. Seller will accept changes in daily volumes dispatched from an upstream pipeline; however, Seller reserves the right to limit or restrict the volumes accepted and transported at any time whenever, in Seller's sole opinion, operating conditions warrant a limitation or restriction on the acceptance or delivery of transportation gas. Limitations or restrictions may be because of, but not limited to, the utilization of deliverability capacity of Seller for Seller's system supply requirements.

- D. The term of this Amendment Two shall be the same as the term of the Agreement for Transportation Service with Firm Gas Standby currently in effect.
- E. No other provisions of the Agreement for Transportation Service with Firm Gas Standby between Seller and Buyer are altered by this Amendment One.

IN WITNESS WHEREOF, this Amendment Two to Agreement for Transportation Service with Firm Gas Standby has been executed on the date first above written by the parties hereto, by their officers or other representatives.

MARS, INC. D/B/A MARS PET CARE US,
INC.

Buyer

DocuSigned by:

Bryan Thompson

By 0021240B0A6F4BB...

Strategic Operations Manager

Title

Feb 28, 2020

Date

DOMINION ENERGY SOUTH CAROLINA, INC.

Seller

DocuSigned by:

Daniel F. Kassis

By 0B532E3CE17C4A2...

VP- Customer Relations and Renewables

Title

Feb 28, 2020

Date